

STATE OF INDIANA) IN THE MARION SUPERIOR COURT
) SS:
COUNTY OF MARION) CAUSE NO: 49D01-0809-PL-040849

STATE OF INDIANA,)

Plaintiff,)

RICK HASKINS and)
RON CHAPMAN, individually)
and doing business as)
FLOORS 2 YOUR DOOR)

Defendants.)

FILED

MAR 03 2009

145

Charles J. White
CLERK OF THE MARION CIRCUIT COURT

DEFAULT JUDGMENT

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment, and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendants Rick Haskins and Ron Chapman, individually and doing business as Floors 2 Your Door.
2. The Defendants were served with a notice of these proceedings and a copy of the Complaint for Injunction, Restitution, Costs, and Civil Penalties.
3. More than twenty-three (23) days have passed since Service of Process was made on the Defendants.
4. The Defendants failed to appear, plead, or otherwise respond to the complaint.
5. The Defendant Rick Haskins is not an infant, incompetent, or in military service.
6. The Defendant Ron Chapman is not an infant, incompetent, or in military service.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendants Rick Haskins and Ron Chapman, individually and doing business as Floors 2 Your Door.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that pursuant to Indiana Code § 24-5-0.5-4(c)(1), the Defendants, Rick Haskins and Ron Chapman, individually and doing business as Floors 2 Your Door, their agents, representatives, employees, successors and assigns, are permanently enjoined from engaging in the following:

- a. in the course of entering into home improvement transactions, failing to provide the consumer a written, completed home improvement contract, which includes at a minimum the following:
 - i) The name of the consumer and the address of the residential property that is the subject of the home improvement;
 - ii) The name and address of the Defendants and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
 - iii) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
 - iv) A reasonably detailed description of the proposed home improvements;
 - v) If the description required by Ind. Code § 24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any

work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;

- vi) The approximate starting and completion date of the home improvements;
 - vii) A statement of any contingencies that would materially change the approximate completion date;
 - viii) The home improvement contract price; and
 - ix) Signature lines for the Defendants or the Defendants' agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature;
- b. in the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all of the terms of a home improvement contract before the consumer signs the home improvement contract and before the consumer can be required to make any down payment;
- c. in the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer and having it signed by the consumer;
- d. representing expressly or by implication that the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendants know or reasonably should know it does not have;
- e. representing expressly or by implication that the Defendants will be able to deliver or complete the subject of the consumer transaction within a stated or

reasonable period of time, when the Defendants know or should reasonably know they cannot;


IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that judgment is entered for the Plaintiff, State of Indiana, and against the Defendants, Rick Haskins and Ron Chapman, individually and doing business as Floors 2 Your Door, as follows:

- a. cancellation of the Defendants' unlawful contracts with all consumers, including, but not limited to, Andrew and Hilary Combs, Steve Huseman, Karen Smith-Randt, Jeffrey Dunn, Jerry Terrell, and Matt Fessenden pursuant to Ind. Code § 24-5-0.5-4(d);
- b. consumer restitution, pursuant to Ind. Code § 24-5-0.5-4(c)(2), in a total amount of Sixteen Thousand Three Hundred Thirty Four Dollars and Eight Nine Cents (\$16,334.89): for the benefit of Andrew and Hilary Combs in the amount of Four Hundred Eighty Nine Dollars (\$489.00); Steve Huseman in the amount of Two Thousand Four Hundred Eighty Four Dollars and Twenty Two Cents (\$2,484.22); Karen Smith-Randt in the amount of Four Thousand Six Hundred Sixty One Dollars and Sixty Seven Cents (\$4,661.67); Jeffery Dunn in the amount of Three Thousand Dollars (\$3,000.00); Jerry Terrell in the amount of Two Thousand Seven Hundred Dollars (\$2,700.00); and Matt Fessenden in the amount of Three Thousand Dollars (\$3,000.00);
- c. costs, pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action in the amount of One Thousand Five Hundred Forty Three Dollars and Seventy Five Cents (\$1,543.75);

- d. on Count III of the Plaintiff's Complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendants' knowing violations of the Deceptive Consumer Sales Act, in the amount of Ninety Thousand Dollars (\$90,000.00) payable to the State of Indiana; and
- e. on Count III of the Plaintiff's Complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendants' intentional violations of the Deceptive Consumer Sales Act, in the amount of Nine Thousand Dollars (\$9,000.00) payable to the State of Indiana.

A total monetary judgment in the amount of One Hundred Sixteen Thousand Eight Hundred Seventy Eight Dollars and Sixty Four Cents (\$116,878.64) shall therefore be entered in favor of the Plaintiff, State of Indiana, and against the Defendants, Rick Haskins and Ron Chapman, individually and doing business as Floors 2 Your Door.

All of which is **ORDERED, ADJUDGED, AND DECREED** this _____ day of
MAR 03 2009, 2009.



Judge, Marion County Superior Court

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MAGISTRATE

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